

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 15	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 25-Apr-2017		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY W912MM - USPFO FOR SOUTH DAKOTA BUILDING 420 2823 WEST MAIN ST RAPID CITY SD 57702-8170		CODE W912MM		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. W912MM-17-T-0021	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) 13-Apr-2017	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to provide answers to questions asked. See attached Question and Answers. Any further questions are due in writing NLT 28 April 2017 1400 MT. Submit to monty.c.eisenbraun.mil@mail.mil.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		25-Apr-2017	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

QUESTIONS AND ANSWERS

Q1: Is this a new effort?

A1: No, these same services have been performed by two prior contractors.

Q2: Who is the incumbent contractor? POP?

A2: Current contract holder is Cherokee Nation Healthcare Services LL. POP ends 11 JUN 2017.

Q3: Contract Number and Value?

A3: Contract number W912MM-15-P-0048. Total value \$277,944.00.

Q4: Are all four positions currently staffed? If not, which ones are vacant?

A4: Yes, the current contractor has all four staffed.

Q5: What is the anniversary date of each position?

A5: Contract POP ends 11 JUN 2017

Q6: Do you want the new vendor to retain the incumbents? If yes, do we need to provide resumes in the proposal?

A6: Selection and hiring is the contractors' responsibility. Our requesting office highly recommends the current contractor personnel as they have successfully provided these services for years. Current Non-Clinical Case Manager is Mrs. Jodi Fleming at jodi.l.fleming2.ctr@mail.mil. The Government does not request or require any contractor resumes.

Q7: What is the correct SCA labor category for the Lead Case Manager and the Coordinator positions?

A7: The contractor shall classify the required services against SCA Directory of Occupations.

Q8: Is Malpractice insurance required?

A8: Malpractice Insurance is not required and will be lined out of the PWS.

Q9: What are incumbents positions currently filled with? RN, LPN, Social worker, and how many of each?

A9: The (1) Lead Case manager is filled with a licensed social worker. The (3) Care Coordinators/caseworkers are filled with personnel knowledgeable in health and human service needs.

Q10: What is current pay for each position?

A10: The SDARNG does not know the pay rates of the contractor's employees. The SD Human Resources Office estimates a pay range for the Lead Non-Clinical Case Manager at a GS-09 grade level ranging from \$49,765.00 (\$23.85 PH) to \$64,697.00 (\$31.00 PH). Care Coordinator pay range is estimated at a GS-07 grade level with a salary range of \$40,684.00 (\$19.49 PH) to \$52,893.00 (\$25.34 PH).

Q11: Can you please elaborate what you want in the "Contractor Staffing" volume? What should we put in that section of the proposal?

A11: The Contractor staffing comment is directing you to the Performance Work Statement for the duty requirements of the positions. Your proposal/quote should reflect the PWS requirements for one non-clinical case manager and three nonclinical care coordinators. This is what SD has determined necessary for the workload in the state. You are not required to submit a "volume."

Q12: PWS 1.3 states, "The Contractor shall provide a preliminary Quality Control Plan (QCP) with their proposal." Is this requirement included as part of Evaluation Factor "1. Contractor Staffing: Reference PWS and Contractor staffing and requirements"? Can the government please clarify the Section L (Instructions to Offerors) requirements? Volumes (e.g. Price, Technical, Management) the government is expecting, page counts, and document(s) format. (Clause 52.212-1)

A12: You are required to submit everything listed on page 11 & 12, under 52.212- 2 Evaluation- Commercial Items on the Solicitation. The following is sufficient for a compliant proposal:

- Signed SF 1449
- Service (Location) Pricing (pricing for the 1 case manager & 3 care coordinators)
- Contractor staffing per PWS (1 case manager & 3 care coordinators)
- 2 References (past performance if you have it)
- Copy of General Liability Insurance Certificate
- Completed Provision 252.209-7991 DEV
- DUNS Number
- CAGE Code
- Tax ID Number

The QCP and staffing plan are not being evaluated. Change - Only the selected contractor is required to provide a QCP and that will be provided to the Government prior to the performance of services.

Q13: The PWS allows the case manager to be either a qualified RN, Social Worker, or LPN.

A13: Change, The case manager may only be filled with a RN or Social Worker. Clarification to paragraph 5.1, the qualifications for the non-clinical case manager at a minimum are, RN (Associates Degree in Nursing) OR a Social Worker (Bachelor's Degree) as well as licensure in the state of South Dakota. Additional requirement is **5 years of experience in the case management field** as well a working knowledge of military dynamics and organization (work experience in a military environment preferred). The Lead Case Manager oversees and manages case work assigned to care coordinators'.

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0010

The CLIN extended description has changed from:

One (1) Non-clinical Case Manager, professional Occupation. Fully loaded pricing PIM rate equivalent would be similar to a federal GS-9 level. Please see attached Performance Work Statement. (POP 12 JUN 2017 to 11 JUN 2018). Services requested 10 hours per day, 40 hours per week (Tuesday through Friday). Overtime is not authorized.**REQUEST INCUMBENT**

To:

One (1) Non-clinical Case Manager. Fully loaded pricing estimated to be similar to a federal GS-9 level. Please see attached Performance Work Statement. (POP 12 JUN 2017 to 11 JUN 2018). Services requested 10 hours per day, 40 hours per week (Tuesday through Friday). Overtime is not authorized.**Recommend Incumbent**.

CLIN 0020

The CLIN extended description has changed from:

Three (3) Non-clinical care Coordinators, SCA Employee. Fully loaded pricing pay rate equivalent would be similar to a Federal GS-7 level. Please see attached Performance Work Statement. (POP 12 JUN 2017 to 11 JUN 2018). Services requested 10 hours per day, 40 hours per week (Tuesday through Friday). Overtime is not authorized.**REQUEST INCUMBENTS**

To:

Three (3) Non-clinical Care Coordinators. Fully loaded pricing estimated to be similar to a Federal GS-7 level. Please see attached Performance Work Statement. (POP 12 JUN 2017 to 11 JUN 2018). Services requested 10 hours per day, 40 hours per week (Tuesday through Friday). Overtime is not authorized.**Recommend incumbents**.

The following have been modified:

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS)
FOR
Nonclinical Case Management Services**

1. General:

1.1 Scope:

The purpose of this requirement is to provide Medical and Dental Non-clinical Case Management and administrative Care Coordinator staffing in support of Individual Medical Readiness (IMR). This requirement is designed to be flexible, responsive, and meets the ever-evolving needs of the government. DoDI 6025.19 establishes aggressive quarterly and annual metric goals for the separate IMR elements and for the overall IMR category of Fully Medically Ready (FMR) soldiers. The ultimate goals are to produce real-time reports based on complete, accurate data. The minimum goal for overall medical readiness is more than 75% of Service members FMR, with the ideal goal being 100%. The SD Army National Guard (ARNG) Surgeon's Office requires a highly responsive process whereby the government can quickly obtain needed support and services. This PWS reflects existing National Guard Bureau policies and

regulations.

1.1.1 SD ARNG Surgeon's Office requires both case manager and administrative care coordinator support services. The case management position may be filled at a minimum by either a Registered Nurse (RN), Licensed Vocational/Practical Nurse (LVN/LPN) or Social Worker.

1.1.2. The Contractor shall furnish all labor and services required to provide a wide range of Medical and Dental Non-clinical Case Management and related Medical Administrative support services.

1.1.3 Period of Performance (POP): The period of performance shall be 12 JUN 2017 to 11 JUN 2018 with option year 12 JUN 2018 to 11 JUN 2019.

1.2 Background: The Department of Defense (DoD) TRICARE Management Activity (TMA) values all staff involved in the delivery of high-quality care to service members. In 2009, a Medical Management Guide was issued by the Office of the Assistant Secretary of Defense for Health Affairs (ASD [HA]) and TMA, Office of the Chief Medical Officer (OCMO), Population Health and Medical Management Division (PHMMD). The Guide covers the components of a Medical Management (MM) program, including applicable principles, implementation concepts, processes, and tools/databases for Utilization Management (UM), Case Management (CM), and Disease Management (DM). It complements the 2001 DoD *Population Health Improvement Plan and Guide* published by TMA and the Government Printing Office
http://www.tricare.mil/ocmo/download/mhs_phi_guide.pdf.

Under legislative mandates, the ASD (HA) submitted an annual report to Congress regarding healthcare delivery for Military Health System (MHS) beneficiaries. The 2009 report documented the MHS goal to providing high-quality care, improving performance through clinical and process outcomes, and increasing patients' confidence in the care they receive. The Guide describes crucial components of Medical Management within the MHS, including the link between MM and population health and the dynamics between Utilization Management, Case Management, and Disease Management in helping reduce unnecessary or inappropriate services and/or duplication of services. In the military setting, Case Management targets Active Duty Service Members and beneficiaries with complex, multi-system healthcare needs who require care coordination or case management services. Originally, Case Management almost exclusively targeted in-patients with catastrophic illnesses or injuries. However, a number of developments have served to change that strategy; notably:

- The emergence of the National Committee for Quality Assurance (NCQA):
<http://www.ncqa.org/>.

- The development of accreditation standards by the Utilization Review Accreditation Commission (URAC): **<http://www.urac.org>**.

While Case Management continues to focus on catastrophic illness or injury, Case

Management practices are also intensely directed at addressing chronic conditions that are more prevalent in the general patient population. Case managers can affect patient outcomes through proactive interventions across multiple healthcare settings.

Additionally, case managers are expected to engage community resources and facilitate ongoing and consistent patient education.

The MHS has three primary goals for Case Management:

- Improve the care, management, and transition of recovering Service members.

- Broaden the application of CM to include those with complex and at-risk needs *before* the Soldier requires complex care.

- Evaluate the impact of case management on the quality of military health care.

The Army National Guard, recognizing the importance of Medical Readiness after several years of combat deployments, implemented the Case Manager Support Contract in August 2005 as a time and materials contract, not Firm Fixed Price (FFP) and Performance Statement of Work-based. The current contract was originally awarded August 2009 to Skyline Ultd (with 49% subcontract to Sterling Medical). At the end of FY09, case managers in 31 states were using the medical non-deployable module to manage their case loads. During the period of August 2008 to August 2009, 15,292 cases were put into the module; of these, 6734 were closed by return to duty, fit for duty, or forwarded for an MEB/PEB evaluation. Additionally, readiness increased from 35% fully-ready in FY08 to 44% in FY09. This success resulted from increased targeted funding and a concerted effort by the National Guard Bureau.

On 29 March 2012, the ARNG achieved the Department of Defense (DoD) goal of 75% Fully Medically Ready (FMR) Soldiers per DoD Instruction (DoDI) 6025.19, Individual Medical Readiness (IMR). This monumental accomplishment marked the highest medical readiness percentage the ARNG has achieved in documented history. Over the past year, ARNG readiness has continued to increase to over 80%. Continued utilization of medical case managers is essential to maintaining established medical readiness goals for the ARNG.

1.3 Quality Control (QC): The Contractor shall provide a preliminary Quality Control Plan (QCP) with their proposal. The QCP shall include a detailed discussion of the steps proposed to ensure quality, adherence to schedule, proactive communication and adherence to budget. The QCP shall include a description of corrective action steps to take should the Contractor performance be substandard. An organizational depiction of the project team and chain(s)-of-command shall also be included in the QCP. The QCP shall be submitted as part of the proposal.

1.3.1 Quality Assurance (QA): The Government shall develop and utilize a quality assurance plan. This plan shall be primarily focused on what the Government must do to ensure the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and acceptable quality level(s) (defect rate(s)).

1.3.2 Recognized Holidays: The following are recognized US holidays. The contractor is available 365 calendar days a year and is available to perform services on these days:

New Year's Day: January 1st
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day: July 4th
Labor Day
Columbus Day
Veteran's Day: November 11th
Thanksgiving Day
Christmas Day

1.3.3 Place and Performance of Services:

Primary work site for performance is Camp Rapid, Rapid City, SD. The Contract employees may be required to travel to execute any missions to support and augment the ARNG consistent with all services described within the PWS as shown below. Specifically, in the event of a mobilization event, the Contractor shall ensure adequate non-clinical case management support is available for travel to locations to best support these activities (i.e. work at armories) as directed by the Contracting Officer. If changes to the original work in this PWS arise during the performance of the contract will notify the COR. If determined to be within the scope of the contract the Contracting Officer will provide 30 calendar day notice to the contractor with full description of the need and request a proposal. The contracting officer will negotiate a modification to the contract to provide this in-scope work effort. Travel to and from the primary worksite will not be reimbursed.

1.3.4.1 Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

1.3.4.2 The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety, and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times. The contractor shall ensure compliance with all regulations and orders of the installation which may affect performance.

1.3.5 Physical Security. The contractor shall safeguard all Government property provided for contractor use. At the close of each work period, Government facilities,

equipment, and materials shall be secured.

1.3.6 Special Qualifications: The non-clinical case nurse manager requires the expertise as dictated by the “practice of nursing” - the systematic application of substantial specialized knowledge and skills derived from the biological, physical, and behavioral sciences, to the care, treatment, counsel, and health teaching of individuals who are experiencing changes in the normal health processes or who require assistance in the maintenance of health and the prevention or management of illness, injury, or disability.

1.3.7 The non-clinical direct service social work case managers require the expertise as dictated by the individual State Licensing boards, which set the scope of practice for social workers. Case management knowledge domains consist of assessment, planning, implementation, coordination, monitoring, and evaluations of the options and services required to meet the ARNG Soldier’s health and human services needs.

1.3.8 The non-clinical case management personnel will be experienced in all aspects and qualified in their respective functional areas. Contactor personnel shall not perform inherently governmental functions (i.e., representation of government, decision authority, etc.)

1.3.9 Responsible for tracking medical status of **ALL** assigned Soldiers.

1.3.10 Responsible for medical charting in eCase.

1.3.11 Request profile exams/evaluations and audiology exams at physical exam center.

1.3.12 Coordinate Soldier treatment plans with appropriate medical facilities.

1.3.13 Maintain automated referrals indicated in MEDCHART.

1.3.14 Submit case processing, medical documentation, and profile concerns to military/contacted provider.

1.3.15 Attend PHA events as determined by the needs of the state and the individual units.

1.3.16 Ensure those Soldiers referred by a provider are followed by the case management team.

1.3.17 Manage Soldier’s care from the identification of the condition to when the Soldier is either:

- Considered medically ready.
- Administratively separated from the military.

1.3.18 Follow the regulations and policies applicable to Individual Medical Readiness (IMR) and deployment, to include the AR 40-501 and other applicable guidance.

1.3.19 Ensure all medical documentation received from the Soldier and/or their medical team is received and placed in appropriated electronic record, as well as the Soldier's hard copy record.

1.3.20 Maintain Soldier medical records in accordance with Army Regulation (AR) 40-66.

1.3.21 Provide Records Custodian or delegate with all relevant medical/dental documentation.

1.3.22 Obtain release of information from Soldier.

1.3.23 Educate Soldiers on resources available to improve medical and dental readiness.

1.3.24 Maintain Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards and guidelines.

1.3.25 Review and track health assessment (PHA, SRP) lab results contact SM and educate on lifestyle modifications.

1.3.26 Upload medical documents of case managed Soldiers into Health Readiness Record (HRR).

1.3.27 Stamp all medical documents for verification after uploading.

1.3.28 Index uploaded medical documents.

1.3.29 MODS entry of immunizations, designation of pregnancy, eye exams, medical warning tags.

1.3.30 Provide all medical documents received for case management to Records Custodian to be filed using a document evidencing transfer of custody from the contractor to the government. Copy of each supporting transfer document shall be provided to the COR at the end of each month no later than seven calendar days at the end of the month.

1.3.31 Contractor will ensure all administrative charting in eCase is completed.

1.3.32 Track medical appointments by communication with unit to ensure Soldier attendance and submission of follow up documentation.

1.3.33 Log in eCase any contact with SM (email, voice call, or personal interview).

1.3.34 Communicate with delegated government personnel to track compliance versus noncompliance.

1.3.35 Run MEDPROS report Post PHA/SRP event.

1.3.36 Monitor MEDPROS to ensure all scheduled services are completed/updated and current medical status is reflected.

1.3.37 Report Medical Readiness to the Commander or his/her designated representative.

1.3.38 Ensure Soldiers with T3, T4, P3 or P4 profiles are case managed in the eCase module.

1.4 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO. The KO, Contracting Officer's Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor performance.

1.5 The contractor shall provide a primary point of contact and alternate who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the individual is absent, shall be designated in writing to the COR/KO. The individual or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The individual shall work with the COR, (or the KO if a COR is not assigned), to resolve issues, receive technical instructions, and ensure adequate performance of services. The individual(s) shall ensure contractor employees do not perform any services performed outside the scope of the contract are not permitted.

1.6 Identification of Contractor Employees: Contractor employees will require badges to be worn at all times in the performance of this contract. All contractor personnel attending meetings, answering Government telephones are required to identify themselves as contract employees to avoid creating an impression they are Government employees. The contractor shall ensure all documents or reports produced by contractor personnel are suitably marked as contractor products or contractor participation is appropriately disclosed. The contractor's status as a "contractor" shall be predominantly displayed in all correspondence types (to include signature blocks on e-mail) and dealings with Government or non-Government entities/ Contractor personnel shall wear identification badges distinguishing themselves as such. The badges shall have the company name, employee name and the word "contractor" displayed. The contractor shall retrieve all identification media (including vehicle passes) from their employees who depart employment for any reason. All identification media (i.e., badges and vehicles passes) shall be returned to the COR/KO within 14 calendar days of an employee's departure.

1.7 Combating Trafficking in Persons: The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance

policy, the actions will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment. The Contractor shall take appropriate action, up to and including termination, against employees or subcontractors violate the US Government policy as described at FAR 22.17.

1.8 Contractor Travel: Travel shall be in accordance with the Joint Travel Regulation. Travel may be required for all Contractor personnel performing on this requirement. Contractor shall be required to comply with travel policies as outlined in the DoD Financial Management Regulation and the Joint Travel Regulation (JTR).

1.9 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel performing services under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

2. Definitions and Acronyms:

2.1.1 CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 CONTRACTING OFFICER (KO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government designated by the KO to monitor contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as the direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 DEFECTIVE SERVICE. A service output which does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 DELIVERABLE. A deliverable is anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

2.1.6 KEY PERSONNEL. Contractor personnel who may be required to be used in the performance of a contract as Key Personnel listed in the PWS.

2.1.7 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8 QUALITY ASSURANCE. The government procedures to verify services being performed by the Contractor are performed according to acceptable standards.

2.1.9 QUALITY ASSURANCE. SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10 QUALITY CONTROL. All necessary measures taken by the Contractor to assure the quality of an end product or service meets contract requirements.

2.1.11 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 WORK HOURS. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13 WORK WEEK. Tuesday through Friday 0630-1700.

2.2 ACRONYMS:

AFARS Army Federal Acquisition Regulation Supplement

AR Army Regulation

AT/OPSEC Antiterrorism/Operational Security

CFR Code of Federal Regulations

CONUS Continental United States (excludes Alaska and Hawaii)

COR Contracting Officer Representative

COTS Commercial-Off-the-Shelf

DA Department of the Army

DD250 Department of Defense Form 250 (Receiving Report)

DD254 Department of Defense Contract Security Requirement List

DFARS Defense Federal Acquisition Regulation Supplement

DOD Department of Defense

FAR Federal Acquisition Regulation

GFP/M/E/S Government Furnished Property/Material/Equipment/Services

IA Information Assurance

IS Information System(s)

KO Contracting Officer

OCI Organizational Conflict of Interest

ODC Other Direct Costs

PII Personally Identifiable Information
PIPO Phase In/Phase Out
POC Point of Contact
PRS Performance Requirements Summary
PWS Performance Work Statement
QA Quality Assurance
QAP Quality Assurance Program
QASP Quality Assurance Surveillance Plan
QC Quality Control
QCP Quality Control Program
TE Technical Exhibit

3.0 Government Furnished Property, Materials, and Equipment (GFP/M/E):

3.1 Property: Required property will be provided by SD.

3.2 Materials: Required materials will be provided by SD.

3.3 Equipment: The government will provide required computers, scanners, telephones, and materials necessary to comply with contract requirements at the job site.

3.4 Services:

3.5 Utilities: Required utilities will be provided by SD.

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E):

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as required by the contract.

4.2 Secret Facility Clearance: Not applicable.

5.0 Requirements: The intent of this requirement is to provide case management services for the Army National Guard in support of surge and contingency requirements as well as its steady-state mission. Any changes to the initial staffing will be completed through a bilateral supplemental agreement.

5.1 Contractor shall provide at a minimum a ~~License Vocational/Practitioner Nurse (LVN/LPN) (or equivalent as determined by state law requirements)~~, Registered Nurse (RN) or Direct Service Social Worker as Non-clinical Case Managers to provide IMR support to the Army National Guard. Personnel assigned to this requirement shall possess the required technical skills and expertise to perform the functions with minimum guidance. Technical skills for both Nonclinical Case managers and care coordinators include PC proficiency, specifically Microsoft Word and Excel.

5.1.1 The Government will provide training via VTC for eCase to the contractor. Contact Clinical Operations Branch, Chief Surgeon's Office 30 days prior to anticipated award to schedule training. Recommend States utilize HSS assets for training on

MODS.

5.2 Contractor Manpower Reporting Application (CMRA):

5.2.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the National Guard Bureau via a secure data collection site.

5.2.2 The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at <http://www.ecmra.mil>

~~NON-PERSONAL SERVICES AND MEDICAL MALPRACTICE LIABILITY~~

~~Non-Personal Services Language~~

~~RELATIONSHIP OF THE PARTIES AND PROFESSIONAL LIABILITY RESPONSIBILITY.~~

~~This is a non-personal services contract (as defined by FAR Subpart 37.101) under which the professional services rendered by a contract service provider are rendered in their capacity as an independent contractor or employee of any independent company that may be a party to this contract. The Government may evaluate the quality of professional and administrative services provided, but retains no control over the professional aspects of the services rendered, including, but not limited to the contract service provider's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agree to indemnify the Government with respect to any liability producing acts or omissions by its employees or agents. The contract does not create an employer-employee relationship between the Government and any corporation, partnership, business association or other party or legal entity with which the HCP may be associated. The authority for this contract is 10 United States Code 1089 and 10 United States Code 1091.~~

~~The contemplated contract is for non-personal services, and the Government will not be liable for malpractice allegations against a contract service provider performing under this contract. The contractor shall be required to carry malpractice insurance at a level acceptable to the contracting officer (minimum of \$1,000,000.00 per incident; \$3,000,000.00 in the aggregate). Proof of such insurance shall be provided prior to award and commencement of services, and at least annually thereafter. In accordance with Federal Acquisition Regulation (FAR) clause 52.237-7, the contractor will indemnify the Government for any liability producing act or omission by the contractor/contract service providers and the contractor's agents occurring during contract performance. If a subcontractor is used in the performance of this contract, the contractor is required to include the requirements of FAR 52.237-7 (to include the maintenance of medical liability insurance) in all subcontracts.~~

(End of Summary of Changes)